

REDEVELOPMENT AUTHORITY OF THE  
CITY OF ALLENTOWN

REQUEST FOR PROPOSAL

**RFP NO. 2015-01**

QUESTIONS DUE NO LATER THAN:

**FRIDAY, MAY 15, 2015 AT 4:00 P.M.**

RESPOND NO LATER THAN:

**FRIDAY, MAY 29, 2015 AT 4:00 P.M.**

ALL INQUIRIES:

Shannon Calluori, Acting Executive Director  
Redevelopment Authority of the City of Allentown  
435 Hamilton Street, 3<sup>rd</sup> Floor  
Allentown, PA 18101  
Phone: 610-439-5981

[Shannon.Calluori@allentownpa.gov](mailto:Shannon.Calluori@allentownpa.gov)

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I. DEFINITIONS

- A. The following terms and expressions used in this document shall be understood as follows:
1. Wherever the word "RACA" is used, it shall be understood to mean the Redevelopment Authority of the City of Allentown.
  2. Wherever the word "Vendor", "Bidder", or "Proposer" is used, it shall be understood to mean the party or company interested in providing a service to RACA.
  3. Wherever the word "Contractor" or "Consultant" is used, it shall be understood to mean the party engaged to perform all work described herein.
  4. Wherever the word "Administrator" is used, it shall be understood to mean the RACA Acting Executive Director or her duly appointed successor, or representative, acting within the scope of the duties entrusted to them and as stated in the contract.
  5. Wherever in the specifications appear the words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that the direction, requirement or permission of the Administrator is intended and similarly the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved or acceptable or satisfactory to the Administrator.
  6. Wherever the word "Contract" or "Contract Documents" is used, it shall mean and include this Request for Proposal, contract, advertisement, information for bidders, proposal, contract provisions, specifications, plans, agreement, addenda, and bonds (if applicable).

II. GENERAL INFORMATION

A. PURPOSE

The purpose of this request for proposal is to enter into a professional services contract with an organization/firm that can provide project management services for the rehabilitation of four properties to provide code compliant, clean, safe and secure homes for future buyers.

B. PROPOSAL SUBMISSION

1. The sealed proposals must be submitted no later than 4:00 p.m. on Friday, May 29, 2015 to:

Redevelopment Authority of the City of Allentown  
435 Hamilton Street, 3<sup>rd</sup> Floor  
Allentown, PA 18101

2. One (1) unbound original and five (5) bound copies of the TECHNICAL PROPOSAL shall be in a sealed envelope and must be marked prominently on the outside **“TECHNICAL PROPOSAL – RFP 2015-01”**.
3. One (1) unbound original and five (5) bound copies of the COST PROPOSAL shall be in a sealed envelope and must be marked prominently on the outside **“COST PROPOSAL – RFP 2015-01”**.
4. Proposal must be mailed or hand delivered. No faxed or e-mailed proposals will be accepted.
5. Proposals will be handled confidentially by RACA during the pre-award process.
6. The proposal shall be binding for a period of sixty (60) days from the due date for submission.
7. RACA will not be responsible for any expenses incurred by a bidder in connection with this procurement.
8. If necessary, interviews will be scheduled by the Evaluation Committee with one or more of the vendors.

C. PROCUREMENT SCHEDULE

This Request for Proposal will follow the following tentative schedule:

1. PROPERTY OPEN HOUSE

The four properties will be open for tours from 11 AM – 1 PM on Monday, May 11, 2015. Property addresses: 506 N Elliger Street, 456 W Gordon Street, 1004 S Race Street and 1116 W Maple Street, all in Allentown, PA.

2. QUESTIONS

Any questions regarding this Request for Proposal should be directed to the Acting Executive Director in writing (preferably via email) to:

Redevelopment Authority of the City of Allentown  
435 Hamilton Street, 3<sup>rd</sup> Floor  
Allentown, PA 18101  
Shannon.Calluori@allentownpa.gov

All questions must be received by 4:00 p.m. on Friday, May 15, 2015. Inquiries received after 4:00 p.m. on Friday, May 15, 2015, will not receive responses.

No telephone calls with questions will be taken.

3. ADDENDA

Responses to questions will be issued in the form of an Addendum by Tuesday, May 19, 2015. It shall be the responsibility of each Contractor to ensure that their proposal is inclusive of all Addenda. Failure to acknowledge all Addenda may result in rejection of a proposal as non-responsive.

4. PUBLIC OPENING

Sealed Proposals are due no later than Friday, May 29, 2015 at 4:00 p.m.  
(For further information see Section I – General Information)

III. GENERAL CONDITIONS

- A. No verbal information to bidders will be binding on RACA. The written specifications will be considered clear and complete, unless written attention is called to any apparent discrepancies or incompleteness before the opening of the proposals. All alterations to the specifications will be made in the form of written addenda which will be mailed, emailed and/or faxed to all bidders. These addenda shall then be considered to be part of these specifications.
- B. Submission of a proposal will be considered as conclusive evidence of the proposer's complete examination and understanding of the specifications.
- C. RACA reserves the right to reject any and all proposals submitted and to request additional information from any Proposer and the right to waive minor irregularities in the procedures or proposals if it is deemed in the best interests of RACA. RACA may elect, at its sole and absolute discretion, to award a Contract based on the initial proposals, or, to open negotiations, either written or oral, with one or more proposers to address performance, technical, pricing, delivery, or other provisions. If negotiations are opened, RACA may elect, at its sole and absolute discretion, to conclude negotiations at any time if it is determined to be in its best interest, or they will be closed upon settlement of all questions and clarifications. A proposer may then be requested to provide a best and final offer with new pricing based on the negotiations. Proposals may be rejected and negotiations terminated based on the negotiations. Award will be based on the offers submitted, as well as any and all negotiations conducted. RACA further reserves the right to reject all proposals and seek new proposals when such procedure is considered to be in the best interest of RACA.
- D. The award will be made to that responsive and responsible proposer whose proposal, conforming to specifications, will be most advantageous to the RACA; price and other factors considered, such as delivery time, quality, service, etc. The award may or may not be made to the firm with the lowest cost.
- E. RACA shall have the right, without invalidating the contract, to make additions to or deductions from the items or work covered by the specifications. In case such deductions or additions are made, an equitable price adjustment shall be made between RACA and the Proposer. Any such adjustments in price shall be made in writing.
- F. After notice from RACA, the selected bidder has fourteen (14) days to enter into a contract upon receipt of a Notice of Award. If a contract is not executed by the

selected proposer, then RACA reserves the right to retract the Notice of Award and enter into a contract with another proposer.

- G. Proposals must be written in ink or typewritten. Unsigned proposals will not be accepted. Proposers are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the Proposer's risk.
- H. No proposal will be accepted from or contract awarded to any person, firm or corporation that is in arrears or is in default to RACA upon any contract, or that is a defaulter, as surety or otherwise, upon any obligation to RACA or who had failed to faithfully perform any previous contract with RACA. Where work is to be performed by a subcontractor, the bidder must name that the proposer is fit and capable to perform the required work.
- I. Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) calendar days following the bid opening date and may be extended at the agreement of both parties.

J. AUTHORITY

The Acting Executive Director has the sole responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, purchase order or other award issued by RACA.

No other RACA officer or City of Allentown employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate RACA for indebtedness.

Any purchases contrary to these provisions and authorities shall be void and RACA shall not be bound thereby.

K. COMPLIANCE WITH LAWS

The Consultant shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, City and other local government agencies, which may in any manner affect the preparation of proposals or the performance of the contract.

L. CONTRACTOR COMPLIANCE

Each vendor is required to be in compliance with the City of Allentown's local tax requirements. Accordingly, each vendor shall register for and obtain a business tax license prior to the award of this contract. For further information on obtaining a business tax license with the City of Allentown contact the Revenue and Audit Manager, at 610-437-7506.

M. CONTRACT TERMINATION

A contract may be canceled by the RACA by giving the Consultant written notice of intent to cancel.

N. CONTROLLING LAW

This Request for Proposal is governed by, and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Lehigh County, Pennsylvania.

O. EQUAL EMPLOYMENT

Proposers will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Contractor will take affirmative action to ensure that applicants and employees are treated fairly during employment without regard to race, color, religion, sex, gender identity, sexual orientation, veteran's status, political opinions or affiliations, lawful activity in any employee organization, national origin, age, disability or marital status. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

P. FUNDING

In the event that sufficient funds are not allocated or available; or, in the event the amounts due hereunder are to be paid with funds given to RACA by another private or government entity, and such funds are not sufficient for continuation of this agreement during any fiscal year after RACA's first fiscal year; RACA may, without breach, upon written notice to the Proposer, terminate the contract in whole or in part.

Q. INDEMNIFICATION

1. The Consultant shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Consultant. The Consultant shall have charge and control of the entire work until completion and acceptance of the same by RACA.
2. The Consultant shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.

3. The Consultant shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless RACA, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event RACA or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not RACA or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

R. INSURANCE

The Vendor, prior to commencing work, shall provide, at its own expense, the following insurance to RACA as evidenced.

1. Certificates of Insurance, ONLY if the insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement. Both the endorsement and the certificate are required.  
Or
2. Provide the CGL policy so that RACA can confirm that there is sufficient coverage as an additional insured under the existing policy showing that any person(s) or organization(s) shown in the Schedule is also an additional insured, then the COI along with the policy are acceptable.  
Or
3. Separate Additional Insured Endorsement naming RACA as additional insured.

We must require the organization or its CGL insurance company to provide notice to RACA of changes in the CGL policy that affects our coverage as an additional insured no less than thirty (30) days prior to cancellation or material change in the policies to the Risk Management Department.

Certificates of Insurance, along with the appropriate endorsement, if your insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement, both the endorsement and the certificate should be provided. Whatever is provided as proof must be provided annually, as long as the contract between RACA and the insured is in effect.

Nothing contained in this section shall be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under the contract.



- A. Workers' Compensation including Occupational Disease and Employer's Liability Insurance.
- a. Statutory - Amounts and coverage as required by Pennsylvania Workmen's Compensation and Occupational Disease Laws.
  - b. Employer's Liability - Bodily injury by:
    - Accident \$100,000 each
    - Disease \$500,000 minimum policy limit
    - Disease \$100,000 each employee

B. Liability

The Vendor shall maintain a commercial general liability insurance policy, using an occurrence form of coverage. The required coverage forms are:

- a. Comprehensive
- b. Premises – Operation
- c. Products/Completed Operations
- d. Contractual Insurance
- e. Independent Contractor
- f. Explosion, Collapse and Underground Hazard

The General Liability policy shall have a minimum limit of liability of \$1,000,000 per occurrence.

- C. Automobile liability coverage with minimum combined single limits of \$1,000,000 per occurrence. This insurance shall include bodily injury and property damage for the following coverage:
- a. Owned;
  - b. Non-owned; and
  - c. Hired vehicles.
- D. The bidder shall obtain total minimum coverage limits of \$2,000,000 per occurrence. The additional limits above the General Liability and Automobile Liability policies (required above) may be provided by Excess and/or Umbrella Liability policies.
- E. All policies shall name RACA, its officers, agents and employees as additional insured. Additional insured coverage is to be added to the CGL policy by endorsement. This coverage shall be reflected on the certificates of insurance.

The firm shall require the same insurances that are required to be carried by RACA to be carried by any subcontractor and independent contractors and to obtain the proof by endorsement before subcontractors are permitted to begin work.

The firm provides that its insurance coverage is primary and that any insurance or self-insurance maintained by RACA, its officers, servants

and employees shall be in excess of the firm's insurance and shall not contribute to it.

S. OPEN RECORDS LAW/PUBLIC INFORMATION

Under the Pennsylvania Right-to-Know Law (the "Law"), 65 P. S. Section 67.101 et. seq., a record in the possession of RACA is presumed to be a public record subject to disclosure to any legal resident of the United States, upon request, unless protected by a statutory exception.

Any contract dealing with the receipt or disbursement of funds by RACA or RACA's acquisition, use or disposal of services, supplies, materials, equipment or property is subject to disclosure under the Law.

The following are not subject to disclosure under an exception in the Law:

1. A proposal pertaining to RACA's procurement or disposal of supplies, services or construction prior to the award of a contract or prior to the opening and rejection of all bids; and
2. Financial information of a bidder or offeror requested in an invitation to bid or request for proposals to demonstrate the bidder's or offeror's economic capability.

T. TRANSFERS AND ASSIGNMENTS

1. Consultant shall not, without written consent of RACA, assign, hypothecate or mortgage this agreement. Any attempted assignment, hypothecation or mortgage without the consent of RACA shall render this agreement null and void.
2. Neither this agreement nor any interest therein shall be transferable in proceedings in attachment or execution against bidder or in voluntary or involuntary proceedings in bankruptcy or insolvency or receivership taken by or against Consultant, or by any process of law including proceedings under Chapter X and XI of the Bankruptcy Act.
3. Shareholders and/or partners of bidder may transfer, sell, exchange, assign or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment or divestment is affected in such a way as to give majority control of bidder to any persons, corporation, partnership or legal entity other than the majority controlling interest therein at the time of execution of this agreement, approval thereof shall be required. Consent to any such transfer shall only be refused if RACA finds that the transferee is lacking in experience and/or financial ability to render and provide services.

IV. WORKSCOPE

- A. Provide project management services to manage the rehabilitation of four properties: 506 N Elliger Street, 456 W Gordon Street, 1004 S Race Street and 1116 W Maple Street, all in Allentown, PA.

1. Develop a property rehabilitation scope of work for each property that includes a timeline and budget. The scope of work must eliminate all code violations and must incorporate the General Rehabilitation Standards listed in Attachment A.
2. Identify and manage subcontractors to complete the scope of work.
  - a. Obtain three written quotes for each scope of work/partial scope of work if the work is divided between multiple subcontractors.
  - b. Select subcontractors based on quality of proposal, quality of work completed by firm in the past, and low cost.
  - c. Enter into contracts with subcontractors.
  - d. Manage subcontractors.
  - e. Submit approved invoices to RACA based on work completed by the subcontractor; RACA will pay the subcontractors directly.
  - f. Submit invoices to RACA for work completed by the firm for project management services; invoices will be accepted no more than one time per month.

V. EVALUATION AND AWARD CRITERIA

- A. In general, proposal will be evaluated in terms of:
  1. The firm's ability to meet the RFP requirements.
  2. The qualifications of the specified persons who will be performing the requested services.
  3. The prior experience and reputation of the firm in similar projects.
- B. The award will be made by written notification within thirty (30) days of the receipt of all proposals. Submission of a proposal shall be representation that the submitting firm understands the scope of the project.
- C. Interviews may be held with one or more firms before a final selection is made. The award may or may not be made to the lowest cost proposal.
- D. RFP responses should include the cost for the project management services and a description of how the firm plans to manage the scope of work. Costs for the rehabilitation work will be approved by RACA prior to work being completed, based on at least three bids received by the firm.

VI. AUTHORITY TO DISTRIBUTE BID PACKAGES

- A. RACA is the sole entity authorized to provide this RFP package to interested companies or individuals. Firms who are working from an RFP package obtained from any other source may have an incomplete set of documents. RACA assumes no responsibility for any error, omission, or misinterpretation resulting from a company's use of an incomplete RFP package.
- B. Firms who have received the RFP package from a source other than RACA are advised to contact the office to provide their company name, mailing address, telephone number, fax number, contact name and contact e-mail address. This

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will ensure that the company receives all RFP related communications and documents, including addenda.

VII. PAYMENTS AND INVOICING

A. Mail invoice in duplicate to:

Redevelopment Authority of the City of Allentown  
435 Hamilton Street, 3<sup>rd</sup> Floor  
Allentown, PA 18101

B. Payment will be within (30) days of invoice receipt.

ATTACHMENT A  
(See separate attachment)